



AGREEMENT

Between the

TOWNSHIP OF HOWELL

and the

TRANSPORT WORKERS UNION OF AMERICA

LOCAL 225 - BRANCH 4

JANUARY 1, 2004

THROUGH

DECEMBER 31, 2007

HOWELL TWP. INDEX

| ARTICLE | TITLE | PAGE |
|---------|--------------------------------|------------|
| I | RECOGNITION | 1 |
| II | HOURS OF WORK | 2 |
| III | OVERTIME | 3 |
| IV | HOLIDAYS | 5 |
| V | VACATIONS | 7 |
| VI | HOSPITAL AND MEDICAL INSURANCE | 8 |
| VII | SICK LEAVE | 10 |
| VIII | BEREAVEMENT | 12 |
| IX | JURY AND MILITARY DUTY | 12 |
| X | DISCHARGE AND SUSPENSION | 13 |
| XI | GRIEVANCE PROCEDURE | 13 |
| XII | UNION DEDUCTIONS | 16 |
| XIII | SENIORITY | 17 |
| XIV | WORK CLOTHING | 18 |
| XV | NON-DISCRIMINATION | 19 |
| XVI | MANAGEMENT'S RIGHTS | 20 |
| XVII | UNION BUSINESS | 20 |
| XVIII | SALARIES & WAGES | 22 |
| XIX | SAFETY | 23 |
| XX | PERSONAL DAYS | 24 |
| XXI | EDUCATIONAL REIMBURSEMENT | 25 |
| XXII | CLOSING OF FACILITY | 25 |
| XXIII | SAVINGS CLAUSE | 26 |
| XXIV | FURTHER NEGOTIATIONS | 26 |
| XXV | PROBATIONARY PERIOD | 26 |
| XXVI | DURATION OF AGREEMENT | 27 |
| XXVII | CROSSING GUARDS | 27 |
| | SALARY GUIDES | APPENDIX A |
| | TITLES | APPENDIX B |

THIS AGREEMENT, made and entered into in Howell Township, New Jersey, this _____ day of _____ 2005, between the Township of Howell, a municipality in the County of Monmouth and State of New Jersey, hereinafter referred to as the "Township" or "Employer" and the Transport Workers Union of America, AFL-CIO and its Local 225, Branch 4, hereinafter referred to as the "Union" or "TWU."

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties to promote and improve the harmonious and economic relations between the Employer and its employees and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law and established practices not modified by this Agreement.

NOW, THEREFORE, in consideration of these promises and mutual covenants herein contained, the parties hereto agree with each other with respect to the employees of the Employer recognized as being represented by the Union as follows:

**ARTICLE I
RECOGNITION**

Section 1.

The Employer hereby recognizes the Transport Workers Union of America, AFL-CIO, and its Local 225, Branch 4, as the exclusive representative for collective negotiations on all matters pertaining to wages, hours and other terms and conditions of employment for all regular full time employees and for all regular part time employees working a twenty (20) or more hour work week, employed by the Township, but excluding managerial executives, police, supervisors within the meaning of the Act, confidential employees, and Department Heads.

Section 2.

The Township recognizes the TWU as the exclusive representative of all employees as defined heretofore as members (White Collar, Secretarial, Clerical, Police Dispatchers) known as the Howell Township Municipal Employees Association in accordance with the Township letter, dated June 6, 1983, in recognizing the Transport Workers Union of America, AFL-CIO, and its Local 225, Branch 4.

Section 3.

The Employer and the TWU agree that continued day-to-day communications are essential in promoting harmonious relations between the parties; therefore, in order to

ensure that the Employer communicates with the current elected or appointed representatives, the TWU agrees to provide to the Employer the name(s) and title(s) of the Union Official(s) authorized to speak for and in behalf of the unit. This list and any changes to such list will be forwarded to the Township Manager's office as soon as practicable after such official(s) is designated and, as necessary, to maintain a current list of representatives.

ARTICLE II HOURS OF WORK

Section 1.

The regular workweek for Blue Collar employees shall consist of forty (40) hours, on a schedule of eight (8) hours per day, exclusive of a meal period. All work scheduled shall include a one-half (1/2) hour meal period, preferably between the fourth (4th) and fifth (5th) hours of the work schedule. The regular work day for all Blue Collar employees shall be 7:00 AM to 3:30 PM.

Section 2.

The Employer shall authorize two (2) fifteen-minute (15) breaks for all full time employees during the course of the workday. In addition, full time employees will be permitted, whenever possible, to take their lunch break between the fourth (4th) and fifth (5th) hour of the workday. Employees shall remain on call at all times during their breaks.

Section 3.

The regular work week for White Collar employees shall consist of not more than thirty-five (35) hours, on a schedule of not more than seven (7) hours per day, exclusive of a one-hour meal period. All work schedules shall include a one-hour meal period. The Police Records Clerk will work a thirty-five (35) hour week. The Police Dispatchers will work a forty (40) hour week consisting of eight (8) hours per day exclusive of a one-hour meal period.

Section 4.

The Township reserves unto itself the right to change work schedules upon thirty (30) days' notice in advance to the employees affected and to the Union. The Township shall also have the right to adjust schedules for certain least senior employees in the Department of Public Works so that Saturdays/Sundays are part of the regular workweek. Such Saturday/Sunday work will be limited to Recycling Center assignments, and shall not deprive other members of the Department of overtime work outside the Recycling Center.

Section 5.

The work year for payroll purposes shall be the calendar year January 1 through December 31. Yearly salary will be divided by pay periods in each calendar year.

ARTICLE III OVERTIME

Section 1.

a. Blue Collar Employees: All work performed in excess of forty (40) hours in one (1) week or eight (8) hours in one (1) day shall be considered overtime and shall be compensated at the rate of time and one-half, except any work on the second of two (2) consecutive days off shall be paid at double time.

b. Blue Collar employees and the Township may, but are not required to, agree that compensatory time may be taken in lieu of payment for overtime. Compensatory time may be taken at any time of the year with prior approval of their Department Head/Supervisor, and at least five (5) days notice, except in emergency situations. Once compensatory time off has been approved by the requesting employee's supervisor, it will not be canceled on less than forty-eight (48) hours notice to the employee. In the event that approved compensatory time is canceled on less than forty-eight (48) hours notice, then the employee shall have the option of rescheduling the time off or take the appropriate pay, which shall be pay for all hours worked and straight time for the unused comp time. Usage of compensatory time in a Department/Office shall not set precedence or infringe or control compensatory time usage in any other Department/Office. Employees may carry a maximum of forty (40) hours compensatory time.

Section 2.

Blue Collar Employees: Employees called in on a regular workday before or after their regularly scheduled workday shall receive a two (2) hour minimum.

Section 3.

Blue Collar Employees: Employees who are required to work on any one of their regular days off shall be guaranteed a minimum of six (6) hours pay at time and one-half when work is scheduled in advance. In emergencies, there shall be a minimum of two (2) hours' pay at time and one-half. In the event a dispatcher is called to work, a minimum of two (2) hours at the overtime rate shall be paid. A call out is not an extension of a shift or tour of duty. A call out is applicable when the individual is in a non-duty status. Call outs shall be made in seniority rotation order on a daily basis.

Section 4.

Employees in Public Works Department, Parks, Recreation, Buildings & Grounds Department, and Sewer Department: Overtime shall be performed only upon the direction of the supervisor or department head and offered to available full time employees before any part time temporary or seasonal employees or outside agency are used. This clause shall apply to the assignment of overtime only. Overtime shall be shared amongst all employees on a rotation system starting with the senior employees within each job title and subject to the reasonable requirements of the department as to the ability of the employee to do the job assigned, with the exception of employees who are continuing on a job/project that is an extension of the work day.

Section 5.

Employees in Public Works Department, Parks, Recreation, Buildings & Grounds Department, and Sewer Department: Any employee who shall decline to accept an overtime assignment shall not be entitled to any other overtime assignment until his/her turn is reached again. It is expressly understood that nothing herein is deemed recognition of any right by any employee to refuse an emergency overtime assignment. In non-emergency situations, the Township may assign overtime work to any employee should there not be a sufficient number of employees readily available. In emergency situations, the Township shall utilize the rotating seniority roster, call in the next employee in line provided that the employee is able to arrive to work within one-half hour of the call. If the employee called is unable to arrive to work within one-half hours time, the employee shall not lose their turn on the roster, and the employer shall call the next person on the roster, until a sufficient number of employees are available to meet the employers needs. Any employees reporting to work when called, shall be charged a turn on the roster. The employee shall be paid from time of emergency callout up to a maximum of one-half hour travel time. All overtime rosters will be displayed in a common and accessible area to all affected employees.

Section 6.

A. All work performed by White Collar employees in excess of thirty-five (35) hours in one (1) week, or seven (7) hours in one (1) day, shall be considered overtime and shall be compensated at the rate of one and one-half, except for the dispatchers. Dispatchers shall receive overtime after forty (40) hours in one (1) week, or eight (8) hours in one (1) day. The employees and the Township may agree that compensatory time may be taken in lieu of payment for overtime. Employees who are required to work on any of their regular days off shall be compensated at the rate of time and one-half, except any work performed by an employee on the second of two (2) consecutive regular days off shall be paid at double time.

B. Once compensatory time off has been approved by the employee's supervisor, it will not be canceled unless forty-eight (48) hours notice is given to the employee. Compensatory time may be taken at any time of the year with prior approval of their Department Head/Supervisor, and at least five (5) days notice, except in emergency situations. In the event that this time off is canceled, after the 48 hour notice, the employee may reschedule or take the appropriate pay, which shall be pay for all hours worked and straight time for the scheduled compensatory time which the employee was not able to utilize. Usage of compensatory time in a Department/Office shall not set precedence or infringe or control compensatory time usage in any other Department/Office. Employees may carry a maximum of forty (40) hours compensatory time.

Section 7.

Overtime work shall be performed only upon the direction of the supervisor or department head and offered to available full-time employees before any part-time employees are used. To the extent possible, overtime work shall be offered to all eligible employees on an equitable basis within a department.

Section 8.

All employees working for at least four (4) hours overtime on any assignments shall be paid a meal allowance. The Department Head shall make adjustments for additional meals if the employee is working for an extended period in increments of four (4) hours. The meal allowance shall be \$9.00.

Section 9.

The present on-call system for Sewer Department employees shall remain the same. This system is as follows: Each week beginning on a Friday, a Sewer Department Employee will be on call for one week to answer emergencies and customer complaints, this assignment shall also entail the on call man to make the well house rounds. The worker on call shall receive one and one-half (1 1/2) hours pay for each workday of the week on call and two (2) hours for his/her Saturday/Sunday assignment.

Section 10.

In the event that the Town Hall is closed early due to weather conditions, all employees who are required to work shall receive equivalent compensatory straight time off.

ARTICLE IV HOLIDAYS

Section 1.

The Township recognizes the following days as paid holidays for which employees

actively on the payroll at the time of the holiday will receive a day of pay at straight time without having to perform work:

| | |
|------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| Lincoln's Birthday | General Election Day |
| Washington's Birthday | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day |

Section 1a.

Easter Sunday will be the holiday, in lieu of Good Friday, for permanent full-time employee(s) assigned to the Recycling Center.

Section 2.

The workdays prior to Christmas Day and to New Year's Day will be one-half day. Employees will be required to work until the noon hour. No lunch hour will be permitted on these days.

Section 3.

Holidays falling on Sunday shall be celebrated on the following Monday. Holidays falling on Saturday shall be celebrated on the immediately preceding Friday.

Section 4.

In the event an employee works on a Holiday, he/she shall be paid at time and one-half his/her regular rate of pay, plus holiday pay.

Section 5.

Communication Operators shall receive holiday pay as follows: eight (8) days holiday pay in June and seven (7) days in December which equals 15 holidays.

Section 6.

An employee shall celebrate his/her birthday off the next year with pay if during the previous calendar year he/she has not filed a workers compensation claim with any loss of time from work of four (4) hours or more.

Section 7.

Recycling Center: If the holiday falls on the recycling center employee's regular day off, he/she shall then have another day off in that week.

ARTICLE V VACATIONS

Section 1.

Vacation entitlement shall be based upon the employee's date of hire according to the following schedule:

| <u>Length of Service</u> | <u>Number of Vacation Days</u> |
|---|--|
| Two months to 1 year of service | one (1) day per month worked up to ten (10) working days |
| After one (1) year to the completion of five (5) years of service | 13 working days |
| After five (5) years to the completion of nine (9) years of service | 15 working days |
| After nine (9) years to the completion of fifteen (15) years of service | 18 working days |
| After fifteen (15) years to the completion of nineteen (19) years of service | 20 working days |
| After nineteen (19) years to the completion of twenty-two (22) years of service | 22 working days |
| After the completion of twenty-two (22) years | 25 working days |

Employees in the Sewer Department shall be entitled to earn vacations based upon their date of hire with the Howell Twp. MUA, although no days will be credited for service with the former HTMUA.

During the first calendar year or portion thereof, an employee shall receive no vacation entitlement for the first two (2) months. After the first two (2) months the employee will earn one vacation day per month thereafter up to ten (10) days for the calendar year (January 1 to December 31). No vacation may be taken prior to six (6) months employment. Any new employee hired before the 15th day of the month shall be credited with having worked one month for purposes of vacation entitlement. Vacation shall be prorated in the year of termination. First year employees may carry their vacation allotment up to four (4) days to the next year only.

During the year that an employee's vacation days increase to the next level, based on their anniversary date, the employee shall receive credit for the additional days on January 1 of the year in which they increase to the next level.

Section 2.

Vacations may be taken during the contract year subject to prior approval of the department head. In the event an employee is directed not to utilize his/her vacation days because of pressure of Township business, then the vacation time unused shall accumulate and shall be granted no later than the end of the next succeeding year. In the event that an employee who has carried over vacation time pursuant to this section, is directed not to utilize the carried over vacation time in the next succeeding year because of Township needs, then the employee shall be paid for the unused vacation time.

Section 3.

Choice of vacation shall be offered to employees within each Department. In January of each year, the Township Manager shall see that a list of names according to their seniority in each department shall be posted. The Township Manager shall, on or before March 1, issue a request to all employees to schedule their vacation days by April 1st. By April 1st, employees shall submit to their Department Heads their vacation requests. Employees in accordance with seniority within each department shall be given first choice. Employees who fail to select vacation dates within thirty (30) days of the posting shall choose vacations from available dates that are left over after the pick. Employees may change their vacation subject to the availability of open dates on the calendar.

ARTICLE VI HOSPITAL AND MEDICAL INSURANCE

Section 1.

All full time employees and all permanent part time employees working a twenty (20) or more hour work week will be covered for hospital and medical insurance through the State Health Benefits Program, which provides coverage under the traditional plan (1420 Series, Part I-Basic & Part II - Major Medical), or coverage under the Health Maintenance Organization Program, in accordance with State Regulations or Statutes.

Section 2.

Full time employees will continue to be enrolled in the Township Dental Plan. The Employer will pay the full premium for the employee and one-half (1/2) the dependent unit premium. Enrollment in the dependent unit plan is optional to the employee. Supplementary dental service premium costs will be paid by the employee.

Section 3.

The Township shall reimburse a Blue Collar employee for the replacement of safety eyeglasses broken in the performance of such employee's duties, except when protective glasses or goggles are provided and not worn.

Section 4.

During the term of this Agreement, the Township shall have the right to implement a plan, which would allow employees to, at the employee's option, decline Township provided medical health insurance coverage and receive compensation in lieu of the benefits. The terms of such a plan shall be determined at the sole discretion of the Township. In no event however, shall the Township compel any employee to participate in the plan if the employee declines participation. Any employee that elects to participate in the plan, shall have the right to re-enroll for medical insurance benefits during the open enrollment period. There shall be one (1) open enrollment period each calendar year, with no limitation on pre-existing conditions.

Section 5a.

Employees hired after May 30, 1995, shall be provided with employee only health coverage. The Township shall provide for dependent coverage in accordance with the following schedule:

In the 1st year of employment, the Township shall pay 50% of the dependent coverage.
In the 2nd year of employment, the Township shall pay 55% of the dependent coverage.
In the 3rd year of employment, the Township shall pay 60% of the dependent coverage.
In the 4th year of employment, the Township shall pay 70% of the dependent coverage.
In the 5th year of employment, the Township shall pay 80% of the dependent coverage.
In the 6th year of employment, the Township shall pay 100% of the dependent coverage.

Section 5b.

Employee(s) hired on or after March 1, 2005 shall be subject to the provisions of Section 5a and shall also have the option of joining only the New Jersey Plus Program or any of the HMO Programs offered under the State Health Benefits Plan for the term of this Contract or until the Township changes insurance carriers.

Section 6.

The Employer reserves the right to change insurance carriers subject to Union review, for legally equivalent or better coverage. If the coverage is determined not to be legally equivalent or better, the parties agree to reopen this Contract and negotiate with respect to any aspect of coverage that is determined not to be legally equivalent or better. If the parties are in disagreement on the issue of legally equivalent or better coverage and cannot resolve that disagreement, it shall be subject to a special arbitration procedure as

follows:

Should a dispute arise as to whether or not the change in insurance carriers and/or policies proposed will be legally equivalent or better coverage, the matter shall be submitted to binding arbitration in accordance with the arbitration procedures established under the grievance article of this Agreement (Article XI). The decision of the arbitrator shall be in writing, shall be submitted within thirty (30) calendar days of the close of the record and shall be final and binding on all parties pursuant to law.

ARTICLE VII SICK LEAVE

Section 1.

A. All permanent full time employees covered by this Agreement shall be granted sick leave with pay of one working day for every month of continuous service on the basis of twelve (12) days per year. The amount of sick leave not taken shall accumulate from year to year. Sick time will not accrue during an employee's leave of absence due to sickness. Upon retirement within the definition of PERS, excluding deferred retirement, an employee is entitled to one (1) day's pay for each two (2) days of accumulated sick leave, up to a maximum of sixty (60) days of pay, unless terminated following conviction in a criminal court of a premeditated, indictable offense.

B. If an employee does not utilize any sick days during a calendar year, they shall be credited with an additional personal day for use the next ensuing year.

C. All employees, upon completing one (1) year of employment, shall be credited with the entire year's sick leave, which may be utilized at any time. If an employee exceeds sick leave usage, upon termination said monies are to be deducted from his/her final check.

D. Sick leave may be taken and utilized by employees in one half or full day increments only.

Section 2.

In all cases of reported illness or disability, the Township, through the Manager, reserves the right to have a physician designated by the Township examine and report on the condition of the patient-employee.

Section 3.

A. A leave of absence may be granted to full time employees, who are ill or disabled, not resulting from duties performed during their employment and when such illness or

disability is evidenced by a certificate of a physician. A leave of absence shall be granted only when the employee has expended his/her accumulated sick and vacation leave. Eligible employees may apply for Group Disability Benefits through the Township's Group Insurance. An employee may purchase sick time back from the Township according to the employee's rate of pay and the amount that the insurance company provides. For example, the amount of time "bought back" will be whatever the disability check will purchase according to the employee's daily rate of pay. It is specifically agreed and understood between the parties hereto that the Township shall have sole discretion in determining whether to grant or deny such a leave. A decision to grant or deny such a leave in one case shall not be used as precedent in any later case. Each case shall be decided according to its own merits.

B. When a leave of absence without pay is granted to an employee for sickness or injury, not job-related, the employee's anniversary date will change upon his/her return to work.

C. The parties agree that an employee's prolonged absence from work because of non-related injury or disability will not affect his/her seniority for the purpose of layoffs provided the employee has applied for and been granted a leave of absence as provided by this Agreement.

Section 4.

A. When a permanent employee covered by this Agreement is injured or disabled resulting from or arising out of his/her employment and such injury or disability shall be evidenced by the certificate of a physician designated by the Township Council to examine such employee, the Township Council may, by ordinance pursuant to N.J.S.A. 40A:9-7, grant the injured or disabled employee a leave of absence with pay for a period not exceeding one (1) year. The employee shall not be charged any sick leave time for the time lost due to the aforesaid injury or disability. It is specifically agreed and understood between the parties hereto that the Township shall have sole discretion in determining whether to grant or deny such a leave. A decision to grant or deny such a leave in one case shall not be used as precedent in any later case. Each case shall be decided according to its own merits.

B. The employee shall reimburse the Township by remitting the checks he/she may receive from Worker's compensation, benefits of insurance policies paid by the Township, salary considerations received through legal settlements or judgments that result from any job-related injury or disability referred to in this Article.

C. The parties agree that an employee's prolonged absences from work because of job-

related injury or disability will not affect his/her seniority for the purpose of layoffs provided the employee has applied for and been granted a leave of absence as provided by this Agreement.

D. The parties also agree that the injured or disabled employee's anniversary date will not be changed due to absences caused by job-related injury or disability.

ARTICLE VIII BEREAVEMENT

Section 1.

In the event of the death of a member of an employee's immediate family, no sick leave, or other leave benefits, shall be charged to the employee for the days necessary to settle personal affairs. There shall be three (3) consecutive working days leave, which shall be taken at a time reasonably related to the event of the death. The term "immediate family" for the purposes of this Article shall mean and refer only to the employee's; spouse, child, parent or guardian, brother or sister, parents-in-law, son-in-law, daughter-in-law, grandparents, brother-in-law, sister-in-law, and grandchildren, and stepchildren.

In the event an employee suffers the death of a grandparent-in-law, the employee shall be able to take one (1) day leave with pay to be used solely to attend the funeral.

ARTICLE IX JURY DUTY AND MILITARY DUTY

Section 1.

When called for jury duty and for the duration of such service, an employee shall be entitled to temporary leave with pay. During the period of jury duty service, the employee will be expected and required to report for work at such time as his/her presence as a juror is excused. The Township shall have the right to request certification from the Clerk of the Court setting forth the period of such jury duty services.

Section 2.

The Employer agrees to allow a reasonable period, with pay, to any employee called upon to testify in a legal proceeding in connection with said employee's official duties as a municipal employee provided a subpoena is legally served upon said employee. It is specifically agreed that an employee who is a plaintiff in any action or who is taking part in any action against the Township shall not be eligible for pay under this Section.

Section 3.

Military leave shall be granted in accordance with the Personnel Ordinance and all applicable State and Federal laws. An employee called to serve on annual active military duty or training will be paid his/her regular salary. The employee will reimburse the Township for any payments or fees received minus any mileage or other travel expenses. The employee shall have the option of reimbursing his/her Township pay in lieu of this repayment. The Township shall have the right to require prior proof of such attendance by military order and proof of payment received.

ARTICLE X DISCHARGE AND SUSPENSION

Section 1.

The Township retains the right to issue a verbal or written reprimand, to demote, suspend, or discharge any employee for just cause. Disciplinary determinations may be appealed in accordance with the grievance procedure herein.

Section 2.

All minor disciplinary action in an employee's central and department personnel file (verbal warnings, written reprimand, or suspension up to five (5) days) shall not be used in any further disciplinary hearing, provided the disciplined employee received no further disciplinary action for a continuous two (2) year period. All major disciplinary action (suspension of six (6) days or more or demotion) except for discharge, shall not be used in any further disciplinary hearing, provided the disciplined employee received no further disciplinary action for a continuous three (3) year period. However, disciplinary actions will remain in the employees personnel file.

ARTICLE XI GRIEVANCE PROCEDURE

A. Purpose:

1. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of this Agreement as to an employee.

2. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss the matter informally, with or without Union representation, with any supervisor of the departments and having the grievance adjusted without formal proceedings as long as the resolve is not contradictory to this Agreement.

3. Pending the grievance and the final disposition, the Employee shall continue to work in a regular and orderly manner without interruption.

B. Definition:

A. The term grievance as used herein means a complaint by an individual employee, group of employees or the TWU concerning the interpretation, application or violation of this Agreement, or a violation of policies, or administrative decisions affecting them. Only grievances alleging a misinterpretation, misapplication or alleged violation of the expressed terms of this Agreement may be processed beyond Step 2 of this procedure.

C. Grievance Specificity:

A written grievance must identify the grievant by name; set forth a clear and concise statement of the facts constituting the grievance, including the specific action or failure to act alleged; the time and place of occurrence of said act; the employer's representative whose action or failure to act forms the basis of the grievance; explaining the precise questions of interpretation, application or alleged violation of such provisions underlying the grievance and must set forth the remedy sought.

D. Steps of the Grievance Procedure:

The following constitutes the sole and exclusive method for resolving grievances between the employees or TWU Local 225 Branch 4 covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent or resolved on a lower level:

1. Step One Department Head:

a. An aggrieved employee, with the TWU Chairperson or his designee, shall submit in writing within ten (10) workdays after the aggrieved employee knew or, should have known, of the events giving rise to the grievance, to the Department Head. Failure to act within ten (10) workdays shall be deemed to constitute an abandonment of the grievance.

b. The Department Head shall investigate and attempt to find a mutually agreeable solution to the grievance and shall render a written decision to the Union and grievant within ten (10) business days from the receipt of the grievance.

2. Step Two - Township Manager:

a. In the event a satisfactory settlement has not been reached at Step One or the Department Head fails to respond within the time prescribed, the Union may move this matter to the Township Manager within seven (7) business days following receipt of the written decision of the Department Head or within seven (7) business days of the

decisions due date.

b. The Township Manager shall either review the grievance, or, if requested, shall hold a meeting with the Union Section Committee and the grievant within ten (10) business days after receipt of the grievance and provide his/her written decision to the Union and grievant within ten (10) business days after receipt or hearing of the grievance.

3. Step Three - Arbitration

a. In the event that the grievance has not been resolved at Step 2, or the Township Manager fails to respond within the time period prescribed, the Union may elect to file within thirty (30) calendar days for binding arbitration of the dispute pursuant to the parameter of paragraph 2 of Section B of this Article and other applicable law. It is further provided that there shall be no arbitration concerning the discipline or discharge of a probationary employee. Failure to file a demand for arbitration within the prescribed time limits will constitute an abandonment of the grievance.

b. It is agreed by the parties that no more than one (1) grievance shall be arbitrated before the same arbitrator at one time.

c. The arbitrator shall be chosen in accordance with the rules and regulations of the New Jersey Public Employment Relations Commission (PERC). The arbitrator shall be bound by the provisions of this Agreement and shall be restricted to the application of the facts presented to him. He shall not have the authority to add to, modify, detract from or alter in any way, the provisions of this Agreement or any amendments or supplement, hereto.

d. The arbitrator so selected shall confer with the representatives of the Township and the Union and hold hearings promptly and shall issue his decision not later than thirty (30) days from the date of the submission of briefs, or if oral hearings have been waived, then, from the date the final statements and proofs on the issues submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Township and the Union and shall be final and binding on the parties.

e. The costs for the services for the arbitrator, including the per diem expenses, if any, and actual necessary travel and subsistence shall be borne equally by the Union and the Township. Any other expenses incurred shall be borne by the party or parties incurring same.

E. Township Grievance

Grievances initiated by the Township shall be filed in writing directly with TWU Local 225 Branch 4 within the same period set forth in Step One, Paragraph "a". A meeting between the Township Manager and the TWU representative shall be held within five (5) business days of the receipt of said filing and an earnest settlement shall be reached, if not the procedure set forth in Step Three shall be applied.

F. No Strike No Lock Out:

It is the intention of the parties to settle all differences between the Employer and the Union arising from the interpretation or implementation of this Agreement through the grievance procedures in accordance with the provisions of this Agreement. Therefore, the Employer agrees that it will not lock out its employees, and the Union agrees that it will not sanction, nor will its members engage in a strike, slow down, or work stoppage during the life of this Agreement.

G. Time Limitations:

The time limits set forth herein shall be strictly adhered to. The parties may waive the time limits for any Step herein by written mutual consent executed by the representatives for all affected parties.

ARTICLE XII UNION DEDUCTIONS

Section 1.

The Township shall deduct from the wages of employees the first payday of each and every calendar month and remit to the Secretary-Treasurer of the Union regular membership dues, assessments, or fines, for those employees who sign authorization cards permitting such payroll deductions.

Section 2.

From the wages of any employee in the bargaining unit who has not signed a dues deduction authorization card after thirty (30) days of permanent full time employment, the Township will deduct an Agency Fee and/or Maintenance Fee charged each month at the time the regular dues are deducted and remit the deducted Agency Fee and/or Maintenance Fee charge to the Secretary-Treasurer of the Union. The maximum amount of said fees shall be eighty-five (85%) percent of the regular dues and fees.

Section 3.

The Township agrees to deduct and transmit to the Secretary-Treasurer of the Union the amount specified from the wages of those employees who voluntarily authorize such

contributions on the forms provided for that purpose by the Transport Workers Union Committee on Political Education. These transmittals shall occur monthly and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each such employee.

Section 4.

The Union will indemnify and save harmless the Township from any and all claims, and disputes that may arise out of or by reason of action taken by the Township on account of this Article.

ARTICLE XIII SENIORITY

Section 1.

Seniority shall be defined as length of continuous service as a permanent full time employee within the bargaining unit. The employees of the Sewer Department shall have Township seniority effective January 1, 1992; they shall have Department seniority within the Sewer Department beginning with their date of hire with the Howell Township Municipal Utilities Authority.

Section 2.

A. In case of layoff, the required reductions shall be made in such job classification or classifications as directed by the Township Council with the least senior employees in the job classification being laid off first.

B. Where employees are laid off and an opening occurs for reemployment within two (2) years, employees on layoff shall be recalled within job classification in the order of seniority. If the person recalled does not accept the position within one (1) week from notification, he/she shall be considered to have resigned.

C. A senior employee may, in order to retain his/her employment, "bump" a junior employee within the same or lower salary grade, or similar job title who has less seniority provided such senior employee is qualified to hold the position. Within five (5) working days upon receipt of a layoff notice, an employee will notify the Township of his/her intent to bump. Within five (5) working days of receipt of the notice to bump, the Township shall notify the Union and the effected employee of the names and titles of employees within the bumping employee's grade and lower who may be subject to the bumping process.

D. In determining layoffs and bumping rights when two or more employees have the

same date of hire, the following shall determine the tiebreaker:

1. any and all prior continuous service immediately before becoming a permanent employee; if this does not result in breaking the tie, then

2. the month and day of birth of the employees.

E. No part-time, temporary or summer employees shall be hired into a classification from which full time employees remain subject to recall.

Section 3.

The filling of all newly created or vacated positions shall be within the reasonable discretion of the Employer. Vacated positions shall be posted at the same title and grade, unless the job duties have changed, however, no vacancy may be downgraded more than three (3) grades. The Employer shall in manning said positions, take into account all qualifications necessary for the efficient fulfillment of the job title. In the event the qualifications of two or more eligible individuals are equal, preference shall be given to the employee having the greatest seniority. The Township shall consider filling vacancies and new positions covered by the terms of this collective bargaining agreement with existing full time Township employees. Union will be notified of all salary upgrades; upgrades not to exceed three (3) grades within same department. No additional upgrades for that position will occur for a period of at least one (1) year.

Section 4

All positions to be filled in accordance with Section 3 of this Article shall be posted for seven (7) business days except for salary upgrades of up to three (3) grades. A decision shall be made thirty (30) calendar days after the close of the application period, or the Township shall provide notice to the Union of its withdrawal of the posting. The employee awarded the position shall have a thirty (30) day trial period. If said employee is found to be unqualified during the thirty (30) day trial period, said employee shall revert back to the former position. If said employee has proven to the Employer to be qualified after the trial period, then the employee shall be made permanent.

ARTICLE XIV WORK CLOTHING

Section 1.

No later than June 30th of each bid contract year, the Township shall provide eleven (11) sets of work clothing, to be used over two (2) years, for employees in the Departments of, Public Works, Sewer, Recreation, Parks, and Buildings and Grounds; including foul weather gear. All employees are required to wear the clothing provided while at work,

which will be cleaned once a week. Each blue-collar worker shall also be provided with five (5) T-shirts. Effective no later than October 31st of each year, each blue collar employee shall be provided with his/her choice of a set of coveralls or a jacket.

Section 2.

The Employer will provide to each blue-collar employee one (1) pair of safety work shoes for each contract year, in January of that year. The employees are required to wear the safety work shoes while at work. The style of the work shoe will be chosen by the employees, with prior approval of the Department Head. In the event that an employee requires a specific work shoe in accordance with documented medical need, the Employer will reimburse the employee for the standard cost of the work shoes. The yearly shoe allowance shall not exceed one hundred (\$100.00) dollars. Effective January 1, 2005, the yearly shoe allowance shall not exceed one hundred twenty-five (\$125.00) dollars.

Section 3.

New dispatchers shall be provided with an initial issue of uniforms and shall not be entitled to a clothing allowance during their first (1st) year of service. After completion of one (1) year of service, a clothing allowance in the amount of \$700.00 shall be paid to all dispatchers annually. Payment will be made in two installments, April and October of each year, after certification by the Chief of Police that the employee has maintained his/her uniform to department standards.

Section 4.

Field personnel in the Engineering Department, Building Department and Code Enforcement shall be provided with his/her choice of a set of winter coveralls or a winter jacket no later than October 31st of the first year of this Agreement. They shall also be entitled to the shoe allowance in accordance with Section (2) of this Article.

ARTICLE XV NON-DISCRIMINATION

Section 1.

Neither the Employer nor the Union shall discriminate against any employee by reason of race, creed, sex, age, color, political or religious affiliation or national origin. Where the word "he," "she," "him," or "her" is used in this Agreement, it shall mean both sexes.

ARTICLE XVI MANAGEMENT'S RIGHTS AND RESPONSIBILITIES

Section 1.

It is recognized and agreed that the Township possesses the sole right and responsibility to operate the facilities and departments covered by this Agreement and that all management rights repose in it, except as same may be expressly qualified by the specific provisions of this Agreement. These rights include, but are not limited to, selection and direction of its employees; to hire, promote, transfer, assign, and retain employees in positions within the Unit and suspend, demote, discharge, or take other disciplinary action against employees for just cause; to relieve employees from duties because of lack of work or for other legitimate reasons; to establish and change work schedules and assignments; to determine the amount of overtime to be worked; to maintain the efficiency of the government operations entrusted to it; to determine the methods, means, and personnel by which its operations are to be conducted; to introduce new or improved methods or facilities; and to contract out for goods or services. It is agreed that the Township may take whatever actions may be necessary to carry out the mission of the facility or departments in situations of emergency.

Section 2.

Rules and Regulations:

The Employer agrees that, prior to establishing any new work rules or modifications of any new work rules, they shall first be discussed with the Union and shall not be implemented until the expiration of fourteen (14) days after such discussion, unless emergent reasons exist.

ARTICLE XVII UNION BUSINESS

Section 1.

The Union Section Chairman shall be excused from his work assignment and shall be granted a reasonable amount of time to handle Union/Management business; provided, however, that the Section Chairman notifies either his Supervisor or the Department Head; and provided that such time is limited to an aggregate of twelve (12) hours per month, non-cumulative. The Township shall provide the Union Chairperson with the names of new hires in the bargaining unit.

Section 2.

The members of the Union's Section Negotiating Committee shall be granted time off from duty with full pay for all meetings between the Township and the Union for the

purposes of negotiating the terms of an agreement when such meetings take place at a time during said employees' regular working hours.

Section 3.

Union Officials and duly authorized Representatives, whose names and identification have been previously submitted to and acknowledged by the Township, shall be admitted to the premises of the Township on Union business. Request for such visits shall be directed with advance notice to Township Officials, namely a Supervisor, the Department Head, or Deputy Township Manager or Township Manager, and shall be for the purpose of adjusting complaints or ascertaining whether this Agreement is being enforced. Permission for such visits shall not be unreasonably withheld. Such Union Officials shall have the opportunity to consult with employees in the unit before the start of the work shift, during lunch or breaks, or after completion of the work shift. Access to the premises as set forth in this paragraph shall not be given by the Township to any employee organization other than to the Union set forth herein or to any officer or representative of such other employee organization for the purpose of communicating with employees in this unit.

Section 4.

The Employer will provide a bulletin board in a conspicuous location in the buildings where employees covered by this Agreement, are employed.

Section 5.

Meeting Facilities:

Representatives of the Union shall be permitted to transact official Union business on Township property at such times and places to be determined in accordance with prevailing Township policy, procedures and regulations. It is understood that all meetings of the Union shall be held so as not to interfere or interrupt normal Township operations and at no additional cost to the Township. The request for scheduling all meetings shall be made through the Municipal Manager.

Section 6.

Any employee covered by this Agreement that is elected to a full-time Union position shall be granted a paid leave of absence for the period of time that the employee remains in office. Notwithstanding the foregoing, the paid leave of absence is expressly conditioned upon the Union reimbursing the Township for the full costs of the affected employee's salary and benefits including but not limited to base pay, employer pay roll tax contributions and benefit costs. However, such employee shall not be eligible to receive benefits directly related to their job title, such as clothing allowance, shoe allowance, meal allowance, holiday pay, vacation accrual accumulation and sick leave

accumulation. Upon expiration of the employee's term of union office, or upon their earlier return to work at the Township, the employee shall return to their previously held position with no loss of seniority or pay.

ARTICLE XVIII SALARIES AND WAGES

Section 1.

Effective in the 1st year of the Agreement (2004) there shall be an (off base salary) lump sum payment in the amount of \$2000.00 paid to all employees who worked for the Township during all or part of calendar year 2004 and who are still employed by the Township on the date of ratification and approval of this Contract. Eligible employees who did not work the full calendar year 2004 will have the lump sum payment prorated. Employees who are not actively employed by the Township on the date of ratification and approval of this Contract, by reason of retirement on pension, shall be eligible for a lump sum payment adjustment, which shall be prorated where appropriate.

Effective January 1, 2005, all employees shall receive a 3.0% salary increase.

Effective January 1, 2006, all employees shall receive a 3.0% salary increase.

Effective January 1, 2007, all employees shall receive a 3.0% salary increase.

Each years salary guide is set out in Appendix A attached hereto. The Townships salary ordinance is attached hereto as Appendix B and is made a part hereof as may be amended by the appropriate Township governing body from time to time.

Section 2.

In addition to an employee's annual wage, each employee shall be paid a longevity increment after the completion of the number of years of continuous service as follows:

| <u>A. Years of Service</u> | <u>Additional Compensation Per Annum</u> |
|----------------------------|--|
| 5 years | \$750.00 |
| 10 years | \$1,000.00 |
| 15 years | \$1,250.00 |
| 20 years | \$1,500.00 |

Employees in the Sewer Department shall be entitled to earn longevity based upon their date of hire with the Howell Twp. MUA.

B. Each employee will qualify for the longevity increment on the date of the anniversary of his/her employment. Such increment shall be paid together with and in addition to regular salary and shall be included in addition to regular salary payroll checks.

C. In computing any overtime pay, which may become due to any such employee, only the annual wage shall be used, so long as such policy is in conformance with then-applicable law.

Section 3.

Employees assigned to work in a higher job classification, with the Township Manager's approval, for a temporary period of more than five (5) consecutive days shall receive the higher rate of pay while performing such assignment beginning with the 6th consecutive day; except the Township shall have a period not exceeding (30) working days accumulative to train an employee on a piece of equipment during which this will not apply. The "higher rate" referred to above shall mean the rate of the next step on the salary scale of the higher classification that is higher than their own, but in no event shall this be less than a four (4%) percent increase over their own rate. Employees shall be chosen for higher classification on the basis of qualifications. In the event the qualifications of two or more eligible individuals are equal, preference shall be given to the employee having the greatest seniority.

Section 4.

Effective upon ratification of this Agreement, the training wage for newly hired Communications Operators for each year of the Agreement shall be seventy-five percent of the current Step 1 of Grade 25. Upon completion of one (1) year employment, the employee shall be placed on Grade 25 Step 1 of that year's salary guide. This training wage shall not apply to lateral transfers within the bargaining unit, nor to new hires who have a minimum of one (1) year experience as a Communications Operator from another municipality.

Section 5.

The Parties agree to reopen negotiations, upon 30 days written notice on the sole issue of grade upgrades or changes, after the completion of the Township's study and survey of grade designations for job titles. In the event that the Township completes such a study, it shall agree to disclose the results of the survey to the union officers, subject to such confidentiality agreement or the Township in its sole discretion deems necessary.

ARTICLE XIX SAFETY

Section 1.

Employees shall not be required to use machinery or equipment when a majority of the Safety Committee certifies that it has a defect, or is not in proper working order so that it would be unsafe to operate.

Section 2.

The Safety Committee of Howell Township shall consist of one member of the Public Works Department (inside and outside), one member of Recreation, Parks, Buildings and Grounds, and one member from each of the other departments, and the Human Resource Administrator and a representative of the Union.

Section 3.

The Union recognizes the fact that it is the employees' responsibility to use all safety equipment provided for their protection.

Section 4.

All safety equipment shall be purchased, replaced and maintained as per State, Federal and OSHA guidelines.

Section 5.

The Township and the TWU agree to follow all fire and safety codes in the operations of Daily Business.

Section 6.

The Township agrees to provide safety classes to all blue-collar employees of the Sewer Department which shall be updated yearly.

Section 7.

The Township shall provide all blue-collar employees who wear prescription eyeglasses with protective safety eyewear.

ARTICLE XX PERSONAL DAYS

Section 1.

Each member of the bargaining unit shall receive two (2) personal days each year with prior approval of their Department Head, and at least five (5) days notice, except in emergency situations. Personal days must be taken in one half or whole day increments. During the first (1st) year of employment the employee must work at least six (6) months of the calendar year to be entitled to one (1) personal day. After the first (1st) year of employment, an employee can use both days in January in accordance with above procedures, but owes the Employer if employee resigns or leaves his/her employment prior to June 30 and December 31. The Union agrees that any owed personal days will be deducted from the employee's last pay check by the Employer. The days shall not be cumulative to the following year.

ARTICLE XXI EDUCATIONAL REIMBURSEMENT

Section 1.

Should an employee desire to enroll in an approved work-related non-college course or workshop, such employee may submit a request for reimbursement of the expenses of such course or workshop to the Township Manager. The Township Manager may, in his discretion, approve those courses or workshops, which will benefit the Township, are related to an employee's work, and for which funds are available. Employees must obtain advance approval in order to be eligible.

Section 2.

A. Should an employee desire to attend college, such employee may submit a request to the Township Manager. The Township Manager may, in his discretion, approve those courses, which will benefit the Township, are related to an employee's work, and for which funds are available. Employees must obtain advance approval in order to be eligible.

B. The Township will pay for tuition only, in accordance with the following terms: Full payment if employee receives an A; 75% if employee receives a B; 50% if the employee receives a C; if the employee receives a D or less, there will be no reimbursement. The Township will pay for a maximum of six credits per semester for an individual. The maximum rate paid will be the State College Rate. "Pass/Fail" courses will be reimbursed at 60% for pass, 0 for fail.

Section 3.

If an employee is ordered by the Township to attend work-related courses or schooling, the Township will pay for the course and all reasonably related expenses incurred.

Section 4.

Each instance of approval/disapproval shall be considered on its own merits and shall not be precedential as to other requests.

ARTICLE XXII CLOSING OF FACILITY

Section 1.

The Employer agrees that notification to employees will be provided via the local public radio station, so long as the local station policy remains the same in providing such service to the public, or by direct notice from employees' supervisors. Local stations will

be requested to announce such closing when it is determined by the Employer that certain local government facilities will be closed because of weather conditions or other facility problems. Any decision of closing must come via the Manager's Office or directly from the Township Council. If the facility is closed by the Township Manager the employee will not be charged for a sick day, vacation day or personal day, pre-scheduled for that day.

ARTICLE XXIII SAVINGS CLAUSE

Section 1.

It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be held invalid, the remainder of the Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

Section 2.

If any provisions are so invalid the Employer and the Union will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE XXIV FURTHER NEGOTIATIONS

Section 1.

Prior to the ending date of this Agreement, pursuant to the regulations of the New Jersey Public Employment Relations Commission, the parties shall confer, at mutually agreed upon times and places for the purposes of effectuating, if possible, a new or a continuation of the within agreement.

ARTICLE XXV PROBATIONARY PERIOD

Section 1.

All new employees shall serve a probationary period of six (6) months of continuous employment. During that time it is specifically agreed and understood that the Township has the right to terminate the employment of the probationary employee, and the Union and the employee may not resort to any grievance procedure or any other hearing procedure under those circumstances. Probationary employees shall be entitled to all other benefits under this Agreement except as specifically prohibited herein.

ARTICLE XXVI DURATION OF AGREEMENT

Section 1.

This Agreement shall be in effect as of January 1, 2004 up to and including December 31, 2007.

Section 2.

This Agreement constitutes the entire Agreement between the parties of all issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time that they negotiated or signed the Agreement.

Section 3.

Any modification shall only be by mutual agreement between the parties. Such modifications, if agreed upon, shall be reduced to writing, signed by authorized representatives of both parties, and shall become a part of this Agreement as if negotiated herein.

ARTICLE XXVII CROSSING GUARDS

A. Crossing Guards, employed by the Township on a permanent basis, shall be included in the bargaining unit. The term "permanent" as applied to Crossing Guards only, shall mean persons employed on a regular as opposed to call in basis.

B. Notwithstanding the foregoing, the provisions of this Agreement shall not apply to employees working as Crossing Guards unless specifically incorporated herein.

C. The Crossing Guard Work Schedule shall be the Howell Township Public School Calendar. Crossing Guards shall work on days when school is in session. Their customary workday shall be three (3) hours a day, one and one half (1 1/2) hours at the beginning of the school day and one and one half (1 1/2) hours at the end of the school day. However, there shall be no guaranteed minimum hours of work. The Township shall have the absolute right to modify the hours of work in order to meet the safety needs of the students.

D. Salary Guide for Crossing Guards

Effective January 1, 2004 the salary guide for crossing guards shall be:

| | |
|-----------|----------------|
| Probation | \$ 9.59 @ hour |
| Step 1 | \$10.22@ hour |
| Step 2 | \$10.78 @ hour |
| Step 3 | \$11.69 @ hour |

Effective January 1, 2005 the salary guide for crossing guards shall be:

| | |
|-----------|----------------|
| Probation | \$ 9.88 @ hour |
| Step 1 | \$10.53 @ hour |
| Step 2 | \$11.10 @ hour |
| Step 3 | \$12.04 @ hour |

Effective January 1, 2006 the salary guide for crossing guards shall be:

| | |
|-----------|----------------|
| Probation | \$10.18@ hour |
| Step 1 | \$10.85@ hour |
| Step 2 | \$11.43 @ hour |
| Step 3 | \$12.40 @ hour |

Effective January 1, 2007 the salary guide for crossing guards shall be:

| | |
|-----------|----------------|
| Probation | \$10.49@ hour |
| Step 1 | \$11.18@ hour |
| Step 2 | \$11.77 @ hour |
| Step 3 | \$12.77 @ hour |

The probationary period for crossing guards shall be six (6) months of continuous employment.

E. Sick Days, Vacation and Personal Days

i. Sick Days

Three (3) paid sick days a calendar year based upon three-hour days. Sick days shall accrue after a person has been employed as a Crossing Guard for a period of three (3) months.

ii. Vacation Days

Three (3) paid vacation days a calendar year subject to the scheduling provision contained in Article V.

iii. Bereavement Leave

Two (2) days.

F. The Seniority provisions for purposes of lay off and recall contained in Article XIII shall apply to Crossing Guards but shall be limited to their job classification.

G. The following Articles of this Agreement shall apply to Crossing Guards,

| | |
|--------------|--|
| Article X | Discharge and Suspension |
| Article XI | Grievance Procedure |
| Article XII | Union Dues Deductions |
| Article XV | Non Discrimination |
| Article XVI | Management's Rights and Responsibilities |
| Article XVII | Union Business |
| Article XXV | Probationary Period |

H. The Township shall continue the current practice of providing uniforms to the Crossing Guards.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives, attested by their respective secretaries and their corporate seals to be placed hereon on the _____ day of _____ 2005.

TOWNSHIP OF HOWELL

By: _____
Mike DiBella, Mayor

By: _____
Bruce Davis, Township Clerk

TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO.

By: _____
Susan A. Resch, International Representative

TRANSPORT WORKERS UNION OF AMERICA, LOCAL 225 BRANCH 4.

By: _____
Christopher W. Mikkelsen, President

By: _____
Marie Zito, Chairperson

APPENDIX B
SALARY GRADES

| <u>SALARY GRADE</u> | <u>POSITION TITLE</u> |
|----------------------------|--|
| 12 | Bus Driver |
| 12 | Clerk Typist |
| 12 | Data Entry Operator I |
| 12 | Laborer Trainee |
| 12 | Office Equipment Operator |
| 12 | Mechanic Trainee |
| 12 | Receptionist |
| 13 | Accounting Clerk |
| 13 | Data Entry Operator II |
| 13 | Program Coordinator I |
| 13 | Transportation Coordinator/Van Driver I |
| 13 | Senior Citizens Program Coordinator |
| 14 | Assessing Clerk I |
| 14 | Accounting Clerk I |
| 14 | Assistant Bookkeeper |
| 14 | Assistant Payroll Clerk |
| 14 | Clerk/Cashier |
| 14 | Secretary |
| 14 | Tax Clerk I |
| 15 | Equipment Operator Trainee |
| 15 | Secretary/Guarantees Coordinator/Board of Adjustment |
| 15 | Housing Inspector |
| 15 | Purchasing Assistant |
| 15 | Zoning Inspector |
| 16 | Assessing Clerk II |
| 16 | Accounting Clerk II |
| 16 | Bookkeeper/Cashier |
| 16 | Construction Control Secretary |
| 16 | Executive Secretary |
| 16 | Senior Clerk Typist |
| 16 | Senior Clerk Stenographer |
| 16 | Transportation Coordinator/Van Driver II |
| 16 | Violations Clerk |
| 17 | Confidential Secretary I |
| 17 | Custodian |
| 18 | Assistant Land Use Officer |
| 18 | Bookkeeper |
| 18 | Computer Operator |
| 18 | Confidential Secretary II |
| 18 | Court Attendant |
| 18 | Laborer I |
| 18 | Police Evidence Technician |
| 18 | Parks Laborer I |

| | |
|----|--|
| 18 | Utilities Laborer I |
| 19 | Operations Supervisor |
| 19 | Program Coordinator II |
| 19 | Utilities Laborer II |
| 20 | Assistant Code Enforcement Official |
| 20 | Assistant to the Tax Assessor |
| 20 | Deputy Utilities Collector |
| 20 | Payroll Clerk |
| 20 | Senior Custodian |
| 21 | Deputy Tax Collector |
| 21 | Motor Broom Driver |
| 22 | Code Enforcement Official |
| 22 | Housing Inspector |
| 22 | Maintenance Worker |
| 22 | Police Records Clerk |
| 22 | Tree Trimmer |
| 23 | Laborer II |
| 23 | Mechanic |
| 24 | Administrative Assistant |
| 24 | Deputy Court Administrator |
| 24 | Engineering Aide I |
| 24 | Engineer Admin. Assistant |
| 24 | Equipment Operator |
| 24 | Executive Administrative Secretary |
| 24 | Executive Police Secretary |
| 24 | Fabricator/Welder |
| 24 | Maintenance Worker II |
| 24 | Mechanic Fabricator/Welder |
| 25 | Assistant Foreman |
| 25 | Assistant Chief Mechanic |
| 25 | Assistant Buildings & Grounds Foreman |
| 25 | Assistant Parks Foreman |
| 25 | Police Telecommunications Operator |
| 25 | Chief Housing Inspector |
| 26 | Administrative Assist./Guarantees Coordinator |
| 26 | Administrative Officer to Planning and Zoning Boards |
| 26 | Assistant Purchasing Agent |
| 26 | Building Inspector |
| 26 | Code & Environmental Enforcement Official |
| 26 | Electrical Inspector |
| 26 | Engineering Aide II |
| 26 | Heavy Equipment Operator |
| 26 | Plumbing Inspector |
| 26 | Senior Payroll Clerk |

| | |
|----|---|
| 26 | Senior Bookkeeper |
| 27 | Chief Mechanic |
| 27 | Foreman |
| 27 | Building & Grounds Foreman |
| 27 | Parks Foreman |
| 28 | Building Sub Code Official |
| 28 | Electrical Inspector/Sub Code Official |
| 28 | Engineering Aide III |
| 28 | Plumbing Inspector/Sub Code Official |
| 28 | Principal Engineering Aide II |
| 28 | Senior Police Telecommunications Operator |
| 28 | Road Foreman |
| 28 | Utilities Foreman |
| 28 | Information System Operator |

TWU 2004 YEARLY SALARY GUIDE

2004 2004 2004 2004 2004 2004 2004
GRADE STEP 1 STEP 2 STEP 3 STEP 4 STEP 5 STEP 6 STEP 7

| | | | | | | | |
|----|----------|----------|----------|----------|----------|----------|----------|
| 12 | \$25,644 | \$26,618 | \$27,867 | \$29,098 | \$30,424 | \$31,551 | \$32,785 |
| 13 | \$26,618 | \$27,867 | \$29,098 | \$30,424 | \$31,551 | \$32,785 | \$34,008 |
| 14 | \$27,867 | \$29,098 | \$30,424 | \$31,551 | \$32,785 | \$34,008 | \$35,503 |
| 15 | \$29,098 | \$30,424 | \$31,551 | \$32,785 | \$34,008 | \$35,503 | \$36,969 |
| 16 | \$30,424 | \$31,551 | \$32,785 | \$34,008 | \$35,503 | \$36,969 | \$38,583 |
| 17 | \$31,551 | \$32,785 | \$34,008 | \$35,503 | \$36,969 | \$38,583 | \$40,058 |
| 18 | \$32,785 | \$34,008 | \$35,503 | \$36,969 | \$38,583 | \$40,058 | \$41,785 |
| 19 | \$34,008 | \$35,503 | \$36,969 | \$38,583 | \$40,058 | \$41,785 | \$43,630 |
| 20 | \$35,503 | \$36,969 | \$38,583 | \$40,058 | \$41,785 | \$43,630 | \$45,490 |
| 21 | \$36,969 | \$38,583 | \$40,058 | \$41,785 | \$43,630 | \$45,490 | \$47,449 |
| 22 | \$38,583 | \$40,058 | \$41,785 | \$43,630 | \$45,490 | \$47,449 | \$49,675 |
| 23 | \$40,058 | \$41,785 | \$43,630 | \$45,490 | \$47,449 | \$49,675 | \$51,879 |
| 24 | \$41,785 | \$43,630 | \$45,490 | \$47,449 | \$49,675 | \$51,879 | \$54,117 |
| 25 | \$43,630 | \$45,490 | \$47,449 | \$49,675 | \$51,879 | \$54,117 | \$56,536 |
| 26 | \$45,490 | \$47,449 | \$49,675 | \$51,879 | \$54,117 | \$56,536 | \$59,077 |
| 27 | \$47,449 | \$49,675 | \$51,879 | \$54,117 | \$56,536 | \$59,077 | \$61,508 |
| 28 | \$49,675 | \$51,879 | \$54,117 | \$56,536 | \$59,077 | \$61,508 | \$64,093 |

TWU 2005 YEARLY SALARY GUIDE

2005 2005 2005 2005 2005 2005 2005
GRADE STEP 1 STEP 2 STEP 3 STEP 4 STEP 5 STEP 6 STEP 7

| | | | | | | | |
|----|----------|----------|----------|----------|----------|----------|----------|
| 12 | \$26,413 | \$27,417 | \$28,703 | \$29,971 | \$31,337 | \$32,498 | \$33,769 |
| 13 | \$27,417 | \$28,703 | \$29,971 | \$31,337 | \$32,498 | \$33,769 | \$35,028 |
| 14 | \$28,703 | \$29,971 | \$31,337 | \$32,498 | \$33,769 | \$35,028 | \$36,568 |
| 15 | \$29,971 | \$31,337 | \$32,498 | \$33,769 | \$35,028 | \$36,568 | \$38,078 |
| 16 | \$31,337 | \$32,498 | \$33,769 | \$35,028 | \$36,568 | \$38,078 | \$39,740 |
| 17 | \$32,498 | \$33,769 | \$35,028 | \$36,568 | \$38,078 | \$39,740 | \$41,260 |
| 18 | \$33,769 | \$35,028 | \$36,568 | \$38,078 | \$39,740 | \$41,260 | \$43,039 |
| 19 | \$35,028 | \$36,568 | \$38,078 | \$39,740 | \$41,260 | \$43,039 | \$44,939 |
| 20 | \$36,568 | \$38,078 | \$39,740 | \$41,260 | \$43,039 | \$44,939 | \$46,855 |
| 21 | \$38,078 | \$39,740 | \$41,260 | \$43,039 | \$44,939 | \$46,855 | \$48,872 |
| 22 | \$39,740 | \$41,260 | \$43,039 | \$44,939 | \$46,855 | \$48,872 | \$51,165 |
| 23 | \$41,260 | \$43,039 | \$44,939 | \$46,855 | \$48,872 | \$51,165 | \$53,435 |
| 24 | \$43,039 | \$44,939 | \$46,855 | \$48,872 | \$51,165 | \$53,435 | \$55,741 |
| 25 | \$44,939 | \$46,855 | \$48,872 | \$51,165 | \$53,435 | \$55,741 | \$58,232 |
| 26 | \$46,855 | \$48,872 | \$51,165 | \$53,435 | \$55,741 | \$58,232 | \$60,849 |
| 27 | \$48,872 | \$51,165 | \$53,435 | \$55,741 | \$58,232 | \$60,849 | \$63,353 |
| 28 | \$51,165 | \$53,435 | \$55,741 | \$58,232 | \$60,849 | \$63,353 | \$66,016 |

TWU 2006 YEARLY SALARY GUIDE

2006 2006 2006 2006 2006 2006 2006
 GRADE STEP 1 STEP 2 STEP 3 STEP 4 STEP 5 STEP 6 STEP 7

| | | | | | | | |
|----|----------|----------|----------|----------|----------|----------|----------|
| 12 | \$27,208 | \$28,239 | \$29,564 | \$30,870 | \$32,277 | \$33,472 | \$34,782 |
| 13 | \$28,239 | \$29,564 | \$30,870 | \$32,277 | \$33,472 | \$34,782 | \$36,079 |
| 14 | \$29,564 | \$30,870 | \$32,277 | \$33,472 | \$34,782 | \$36,079 | \$37,665 |
| 15 | \$30,870 | \$32,277 | \$33,472 | \$34,782 | \$36,079 | \$37,665 | \$39,220 |
| 16 | \$32,277 | \$33,472 | \$34,782 | \$36,079 | \$37,665 | \$39,220 | \$40,933 |
| 17 | \$33,472 | \$34,782 | \$36,079 | \$37,665 | \$39,220 | \$40,933 | \$42,498 |
| 18 | \$34,782 | \$36,079 | \$37,665 | \$39,220 | \$40,933 | \$42,498 | \$44,330 |
| 19 | \$36,079 | \$37,665 | \$39,220 | \$40,933 | \$42,498 | \$44,330 | \$46,287 |
| 20 | \$37,665 | \$39,220 | \$40,933 | \$42,498 | \$44,330 | \$46,287 | \$48,260 |
| 21 | \$39,220 | \$40,933 | \$42,498 | \$44,330 | \$46,287 | \$48,260 | \$50,339 |
| 22 | \$40,933 | \$42,498 | \$44,330 | \$46,287 | \$48,260 | \$50,339 | \$52,700 |
| 23 | \$42,498 | \$44,330 | \$46,287 | \$48,260 | \$50,339 | \$52,700 | \$55,038 |
| 24 | \$44,330 | \$46,287 | \$48,260 | \$50,339 | \$52,700 | \$55,038 | \$57,413 |
| 25 | \$46,287 | \$48,260 | \$50,339 | \$52,700 | \$55,038 | \$57,413 | \$59,979 |
| 26 | \$48,260 | \$50,339 | \$52,700 | \$55,038 | \$57,413 | \$59,979 | \$62,675 |
| 27 | \$50,339 | \$52,700 | \$55,038 | \$57,413 | \$59,979 | \$62,675 | \$65,254 |
| 28 | \$52,700 | \$55,038 | \$57,413 | \$59,979 | \$62,675 | \$65,254 | \$67,996 |

TWU 2007 YEARLY SALARY GUIDE

2007 2007 2007 2007 2007 2007 2007
 GRADE STEP 1 STEP 2 STEP 3 STEP 4 STEP 5 STEP 6 STEP 7

| | | | | | | | |
|----|----------|----------|----------|----------|----------|----------|----------|
| 12 | \$28,022 | \$29,086 | \$30,451 | \$31,796 | \$33,245 | \$34,477 | \$35,825 |
| 13 | \$29,086 | \$30,451 | \$31,796 | \$33,245 | \$34,477 | \$35,825 | \$37,161 |
| 14 | \$30,451 | \$31,796 | \$33,245 | \$34,477 | \$35,825 | \$37,161 | \$38,795 |
| 15 | \$31,796 | \$33,245 | \$34,477 | \$35,825 | \$37,161 | \$38,795 | \$40,397 |
| 16 | \$33,245 | \$34,477 | \$35,825 | \$37,161 | \$38,795 | \$40,397 | \$42,161 |
| 17 | \$34,477 | \$35,825 | \$37,161 | \$38,795 | \$40,397 | \$42,161 | \$43,772 |
| 18 | \$35,825 | \$37,161 | \$38,795 | \$40,397 | \$42,161 | \$43,772 | \$45,660 |
| 19 | \$37,161 | \$38,795 | \$40,397 | \$42,161 | \$43,772 | \$45,660 | \$47,676 |
| 20 | \$38,795 | \$40,397 | \$42,161 | \$43,772 | \$45,660 | \$47,676 | \$49,708 |
| 21 | \$40,397 | \$42,161 | \$43,772 | \$45,660 | \$47,676 | \$49,708 | \$51,849 |
| 22 | \$42,161 | \$43,772 | \$45,660 | \$47,676 | \$49,708 | \$51,849 | \$54,281 |
| 23 | \$43,772 | \$45,660 | \$47,676 | \$49,708 | \$51,849 | \$54,281 | \$56,690 |
| 24 | \$45,660 | \$47,676 | \$49,708 | \$51,849 | \$54,281 | \$56,690 | \$59,135 |
| 25 | \$47,676 | \$49,708 | \$51,849 | \$54,281 | \$56,690 | \$59,135 | \$61,778 |
| 26 | \$49,708 | \$51,849 | \$54,281 | \$56,690 | \$59,135 | \$61,778 | \$64,555 |
| 27 | \$51,849 | \$54,281 | \$56,690 | \$59,135 | \$61,778 | \$64,555 | \$67,211 |
| 28 | \$54,281 | \$56,690 | \$59,135 | \$61,778 | \$64,555 | \$67,211 | \$70,036 |

LOCAL UNION OFFICERS

| | |
|--------------------------|---------------------|
| Christopher W. Mikkelson | President |
| Diane Nase | Vice President |
| Joyce L. Kramer | Secretary Treasurer |
| Marcella Germann | Recording Secretary |

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| | |
|---------------------|-----------------------------|
| Marie Zito | Chairperson |
| Joseph Layton | Vice Chairperson |
| Joseph Aebi | Recording Secretary |
| Ronald Schnorrbusch | White-Collar Representative |
| Jerry Jankowsli | Blue-Collar Representative |

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| | |
|--------------------|------------------------------|
| Michael T. O'Brien | International President |
| Susan A. Resch | International Representative |

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